



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

**DIME DEPOSIT & DISCOUNT BANK OF SCRANTON, PA.
v. WESCOTT et al.**

June 13, 1912.

[75 S. E. 179.]

1. Landlord and Tenant (§ 269*)—Leases—Construction.—C. and his wife and three others granted to S. and B. the sand located on a tract of land at a fixed price per cubic yard, with the right of ingress and egress and to locate buildings, etc. The grantees assigned their interest to a company, to which C. and his wife by a later agreement granted the right to build wharves, etc., and leased 4 acres; it being recited that it was desirable to extend the terms of the previous contract to secure the land necessary for wharves, etc. Held, that the agreements cannot be regarded as one contract; and hence, under Code 1904, §§ 2791, 2962, personal property which had been removed from the land covered by the first agreement to the 4-acre tract more than 30 days was not subject to levy under a distress warrant for rent accruing under the first agreement. No opinion expressed as to whether such agreements constituted leases or not.

[Ed. Note.—For other cases, see Landlord and Tenant, Cent. Dig. §§ 1083-1097; Dec. Dig. § 269.* 3 Va.-W. Va. Enc. Dig. 399; 9 Va.-W. Va. Enc. Dig. 150.]

2. Contracts (§ 164*)—Separate Agreements—Construction.—Where two papers are executed at the same time between the same parties in reference to the same subject-matter, they must be regarded as parts of the same transaction, and receive the same construction as if their several provisions were in one and the same instrument.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 746-748; Dec. Dig. § 164.* 3 Va.-W. Va. Enc. Dig. 399.]

Appeal from Circuit Court, Northampton County.

Action between the Dime Deposit & Discount Bank of Scranton, Pa., and Mary E. Wescott and others. From the judgment, the Dime Deposit & Discount Bank appeals. Reversed.

Starke, Venable & Starke and *Rendall & Daniel*, for appellant.
Otho F. Mears, for appellees.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.